

Application for Water Right Temporary or Drought Temporary Transfer

Received

JUL 30 2026

OWRD



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

Part 1 of 4 – Temporary or Drought Temporary Transfer Application Minimum Requirements Checklist

FOR ALL TEMPORARY TRANSFER APPLICATIONS

This application will be returned if Parts 1 through Part 4 and all required attachments are not completed and included upon submittal.

Check all items included with this application. (N/A = Not Applicable)

- ☒ Part 1 – Completed Minimum Requirements Checklist.
- ☒ Part 2 – Completed Temporary Transfer Application Map Checklist.
- ☒ Part 3 – Completed Applicant Information and Signature.
(NOTE: If the applicant is a public agency, corporation or business, trust, or other organization, the title or authority of the person who signs the application on behalf of the entity and evidence of signatory authority or a signed statement that such authority exists must be included.)
- ☒ Part 4 – Information about Transferred Water Rights/Determined Claims: How many water rights/determined claims are to be transferred? **1** List them here: **96085** Please include a separate Part 4 for each water right - see instructions on last page. (NOTE: A separate transfer application is required for each water right unless the criteria in OAR 690-380-3220 are met.) See Attachment 2.
- ☒ For standard Temporary Transfer (one to five years) Begin Year: **2027** End Year: **2031**.
- ☒ **Application Fee** - payable by check to the Oregon Water Resources Department (OWRD). The online fee calculator is located: https://apps.wrd.state.or.us/apps/wr/wr_transfer_calculator/temporary_transfer.aspx

Required Attachments:

- ☒ Completed Temporary Transfer Application Map. **See Attachment 1.**
- ☒ ☐ N/A Completed Evidence of Use Affidavit and supporting documentation. **See Attachment 3.**
- ☒ ☐ N/A Oregon Water Resources Department's Land Use Information Form with approval and signature from each local land use authority in which water is to be diverted, conveyed, and/or used. (NOTE: This form is not required if water is to be diverted, conveyed, and/or used only on federal lands or if all of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.) **See Attachment 4.**
- ☒ Current recorded deed for the land **from** which the authorized place of use is temporarily being moved. **See Attachment 6.**
- ☐ ☒ N/A Affidavit(s) of Consent from Deeded Landowner(s) or Deeded Water Right Holder(s) (NOTE: only if the applicant does not own the land on which the water right is located or if the water right was severed from the land and conveyed separately to other individuals/entities.)
- ☐ ☒ N/A Supplemental Form D –water rights/claims proposed for transfer are or will be located within or served by an irrigation or other water district AND the district **is not** the applicant

Required Groundwater Attachments:

- ☒ ☐ N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation. **See Attachment 5.**
- ☐ ☒ N/A Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500 feet from the surface water source and more than 1000 feet upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

Part 2 of 4 – Temporary or Drought Temporary Transfer Application Map Requirements Checklist

The application will be returned if any of the map requirements listed below are not met.

Please be sure that the transfer application map you submit includes all the required items and matches the existing water right map.

Check all boxes that apply. The map need not be prepared by a Certified Water Right Examiner (CWRE)

☐ ☒ N/A	If more than three water rights are involved, a separate map for each water right is required.
☒	Permanent quality printed with dark ink on polyester film or good quality paper. Maps may also be submitted as a PDF (portable document format) if they meet all other requirements.
☒	The preferred size is 8½ x 11 inches and should be no larger than 30 x 30 inches (one extra map copy is required for 30 x 30 inch maps). To request a waiver for a map larger than 30 x 30 inches, please send an email to mapwaiver@water.oregon.gov .
☒	A north arrow and a legend.
☒	Include the scale, which must be even-numbered and not exceed 1 inch = 1,320 feet. To request a waiver for a map scale that exceeds 1 inch = 1,320 feet, please send an email to mapwaiver@water.oregon.gov .
☒	Township, Range, Section, ¼ ¼, tax lot boundaries (property lines) and tax lot numbers, DLC, Government Lot, and other recognized public land survey lines.
☒	Major physical features including rivers, creeks, streams, lakes, reservoirs, ponds, roads and railroads. For any surface water on the map, indicate the direction of flow.
☒	All point(s) of diversion (POD for surface water), point(s) of appropriation (POA for wells/groundwater), or dam location(s) (or center of reservoir(s) if no dam exists) authorized by the water right(s), clearly labeled, shown by distance and bearing, or by coordinates (distance north/south and distance east/west) from a recognized public land survey corner. (This information can be found in the water right certificate or decree.) In addition, include latitude and longitude for each POD or POA in degrees-decimal with five or more digits after the decimal (example – 44.53764°) and the datum used (example – NAD 83, NAD 27 or WGS 84).
☒ ☐ N/A	If it is necessary to change the point(s) of diversion (POD) or point(s) of appropriation (POA) to convey water to the new temporary place of use, include the proposed location(s), clearly labeled, shown by distance and bearing, or by coordinates (distance north/south and distance east/west) from a recognized public land survey corner. In addition, include latitude and longitude for each POD/POA in degrees-decimal with five or more digits after the decimal (example – 44.53764°) and the datum used (example – NAD 83, NAD 27 or WGS 84).
☒	General location of main canals, ditches, flumes, pipelines, pumps, or other water delivery features used to transport water from the point(s) of diversion, and/or reservoir/pond to the place of use, including delivery features at the place of use.
☒	Place of use (POU) by Township, Range, Section, and ¼ ¼, that includes separate hachuring for lands affected by changes proposed in this transfer application, for lands left unchanged and not affected by this transfer application, for each water right, for each priority date, for each use, and served by each point of diversion (POD), point of appropriation (POA), and/or reservoir/pond (POD).
☐ ☒ N/A	For a place of use limited to a point, like a stock watering tank, include latitude and longitude for the place of use in degrees-decimal with five or more digits after the decimal (example – 44.53764°) and the datum used (example – NAD 83, NAD 27 or WGS 84).
☒ ☐ N/A	If the use is irrigation, nursery, cranberry, or other similar uses with acreage associated with it, the place of use must include the number of acres in each quarter-quarter (¼ ¼) section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
☐ ☒ N/A	If the use is supplemental irrigation, include the location(s) and water right reference number of the underlying primary right, registration, or claim.

Received

JUL 30 2026

OWRD

Part 3 of 4 – Temporary or Drought Temporary Transfer Application
Applicant Information and Signature

Applicant Information

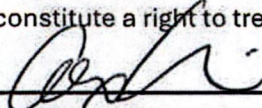
APPLICANT/ BUSINESS NAME (WATER RIGHT HOLDER) Strata Land Holdings LLC		PHONE NO. (919) 960-6015 x281	ADDITIONAL CONTACT NO.
ADDRESS 800 Taylor St #200		FAX NO.	
CITY DURHAM	STATE NC	ZIP 27701	E-MAIL EWOTORTSI@STRATACLEANENERGY.COM
DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL.			
IMPORTANT NOTE - Electronic forms of documents: Beginning on April 1, 2026, and unless requested otherwise by the applicant, the Department will send documents and notifications associated with processing of applications in electronic form (i.e., by email). These emails may come from an automated system (wr_d_automated_email@water.oregon.gov). Consider adding this email address to your safe sender list.			

Agent Information – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT/BUSINESS NAME Theodore Ressler, RG, CWRE		PHONE NO. (503) 967-7050 x204	ADDITIONAL CONTACT NO.
ADDRESS Summit Water Resources LLC / 4784 SE 17th Avenue, Suite 111		FAX NO.	
CITY Portland	STATE OR	ZIP 97202	E-MAIL tressler@summitwr.com
DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL. PLEASE SEE IMPORTANT NOTE ABOVE .			
Explain in your own words what you propose to accomplish with this transfer application, and why: The applicant is proposing to temporarily transfer the entirety of Certificate 96085 to a neighbor for a period of five years. The temporary transfer proposes both a change in the place of use and a necessary change in the point of appropriation to convey water to the new temporary place of use. If you need additional space, continue on separate piece of paper and attach to application as "Attachment 1".			

I (we) affirm that the information contained in this application is true and accurate.

I (we) also affirm that I (we) understand that approval of the change(s) proposed in this application does not constitute a right to trespass upon property or ditches not owned or controlled by the applicant.


Applicant signature

Alexander Willhelm,
Authorized Signatory of Strata
Land Holdings LLC

Print Name (and Title if applicable)

7/27/26

Date

Applicant signature

Print Name (and Title if applicable)

Date

Is the person signing this application doing so on behalf of a public agency, corporation or business, trust, or other organization? ☒ Yes* ☐ No

**If Yes evidence of signatory authority or a signed statement that such authority exists must be attached to this application. See Attachment 7.*

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? ☒ Yes ☐ No**

***If No, include signatures of all deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.*

☐ Check here if any of the water rights/claims proposed for transfer are or will be located within or served by an irrigation or other water district AND the district is not the applicant. (NOTE: Complete Supplemental Form D.)

Received

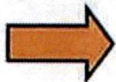
JUL 30 2026

OWRD

IRRIGATION DISTRICT NAME	ADDRESS		
CITY	STATE	ZIP	

☐ Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME	ADDRESS		
CITY	STATE	ZIP	



To meet state land use compatibility requirements, you must list the names and mailing addresses of all affected local governments, including but not limited to county, city, municipal corporation, or tribal governments within whose jurisdiction water will be diverted, conveyed and/or used.

ENTITY NAME Clackamas County Planning and Zoning	ADDRESS 150 BEAVERCREEK ROAD ROOM #225		
CITY Oregon City	STATE OR	ZIP 97045	

ENTITY NAME	ADDRESS		
CITY	STATE	ZIP	

**Part 4 of 4 – Temporary or Drought Temporary Transfer Application
Water Right Information – “FROM” Lands**

Please use a separate Part 4 for each water right being changed. See instructions on last page of application, to copy and paste additional Part 4s, or to add additional rows to tables within the form.

CERTIFICATE # 96085

Description of Water Delivery System

System capacity: **0.56** ☒ Cubic Feet per Second (CFS) ☐ Gallons Per Minute (GPM) ☐ Acre-Feet (AF)

Source (live flow, stored water, etc.): **Groundwater.**

Describe the current water delivery system (or the system that was in place at sometime within the last five years) used to accomplish beneficial use under the water right. The description must demonstrate that the applicant is/was ready, willing, and able to exercise the water right. Include information on the capacity of pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. Please provide as much detail as possible: **Within the past five years, groundwater has been appropriated via a 25HP submersible pump, conveyed through 4”, 5” and 6” buried mainlines, and is applied to the place of use by 50 sprinkler heads with 11/64” nozzles operated at 50 psi for irrigation.**

Table 1A – For Both SW and GW Rights

Location of Existing SW Authorized Point(s) of Diversion (POD(s)) or GW Point of Appropriation (POA)

(Note: If the POD/POA name is not specified on the Certificate, assign it a name or number below)

Authorized POD/POA Name or Number	Twp		Rng		Sec	¼	¼	Tax Lot, DLC, or Gov-Lot	Measured Distances (from a recognized survey corner)
WELL 1	2	S	4	E	5	SE	SE	4200	1,120 feet North and 75 feet West from the SE Corner of Section 5

Well Construction for Authorized Groundwater POA(s)

☒ Well log(s) are attached for each authorized POA (well) and are clearly labeled and associated with the corresponding well(s) in Table 1A-GW above and on the accompanying application map. **NOTE:** Find well logs here: http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx **AND/OR**

☐ Describe the construction of the authorized well(s) in table below for any wells that do not have a well log.

Authorized POA Name or Number	OWRD Well ID Tag No. L-_____	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right

Received
JUL 30 2026
OWRD

**Part 4 of 4 Continued – Temporary or Drought Temporary Transfer Application
Water Right Information - Change Codes**

CERTIFICATE # 96085

FOR TEMPORARY TRANSFER APPLICATIONS

Check all type(s) of change(s) proposed below (change “CODES” are provided in parentheses):

NOTE: A change in Place of Use is Required.

☒ **Place of Use (POU)** - the proposed changes to the place of use will replace the authorized place of use

Changes to Surface Water Point(s) of Diversion:

☐ Point of Diversion (POD) – the proposed POD will replace the existing authorized POD (**NOTE: only if necessary to convey water to the new temporary place of use**)

☐ Additional Point of Diversion (APOD) – the proposed POD will be in addition to the existing authorized POD (**NOTE: only if necessary to convey water to the new temporary place of use**)

Changes to Point(s) of Groundwater Appropriation:

☒ Point of Appropriation (POA) – the proposed POA will replace the authorized POA (**NOTE: only if necessary to convey water to the new temporary place of use**)

☐ Additional Point of Appropriation (APOA) - proposed POA will be in addition to the authorized POA (**NOTE: only if necessary to convey water to the new temporary place of use**)

Will ALL of the change(s) proposed above affect the entirety of the water right?

☒ Yes - Complete only Table 2B on next page.

☐ No - Complete both Table 2A and 2B on next pages.

FOR DROUGHT TEMPORARY TRANSFER APPLICATIONS ONLY N/A

Check all type(s) of change(s) proposed below (change “CODES” are provided in parentheses):

Changes to Surface Water Point(s) of Diversion:

☐ Point of Diversion (POD) – the proposed POD will replace the existing authorized POD

☐ Additional Point of Diversion (APOD) – the proposed POD will be in addition to the existing authorized POD

☐ Surface Water POD to Groundwater POA (SW/GW) – proposed POA will replace the existing authorized POD

Changes to Point(s) of Groundwater Appropriation:

☐ Point of Appropriation (POA) – the proposed POA will replace the authorized POA

☐ Additional Point of Appropriation (APOA) - proposed POA will be in addition to the authorized POA

Changes in Place of Use, Character of Use, and Supplemental to Primary Use:

☐ Place of Use (POU) - the proposed changes to the place of use will replace the authorized place of use

☐ Character of Use (USE) - the proposed changes to the character of use of the water right will modify the authorized character of use

Will ALL of the change(s) proposed above affect the entirety of the water right?

☐ Yes - Complete only Table 2B on next page.

☐ No - Complete both Table 2A and 2B on next pages.

Received
JUL 30 2026
OWRD

**Part 4 of 4 Continued – Temporary or Drought Temporary Transfer Application
Water Right Information – Proposed POD/APOD or POA/APOA**

CERTIFICATE # _____

Table 1B SW Right ONLY- Location of Proposed POD(s) NOTE: If not a Drought Application the proposed POD/APOD is only if necessary to convey water to the new temporary place of use

Proposed POD Name or Number	Proposed Change	Twp		Rng		Sec	¼	¼	Tax Lot, DLC, or Gov-Lot	Measured Distances (from a recognized survey corner)	Upstream from authorized POD(s)?
	☐ APOD ☐ POD										☐ Yes ☐ No
	☐ APOD ☐ POD										☐ Yes ☐ No
	☐ APOD ☐ POD										☐ Yes ☐ No
	☐ APOD ☐ POD										☐ Yes ☐ No

Fish Screen Information

Does the proposed POD have an existing approved fish screen pursuant to ORS 540.525 or 540.532?

- ☐ Yes – If Yes, please, submit documentation of the approved fish screen with your application, such as any Oregon Department of Fish and Wildlife (ODFW) fish screening certification letter and/or passage approval letter.

CERTIFICATE # 96085

Table 1B-GW Right ONLY. Location of Proposed Groundwater POA(s) NOTE: If not a Drought Application the proposed POA/APOA is only if necessary to convey water to the new temporary place of use

Proposed POA Name or Number	Proposed Change	Twp		Rng		Sec	¼	¼	Tax Lot, DLC, or Gov-Lot	Measured Distances (from a recognized survey corner)
WELL 6	☐ APOA ☒ POA	2	S	4	E	8	NE	NW	700	Located 70 feet South and 2,003 feet East from the NW corner of Section 8
	☐ APOA ☐ POA									
	☐ APOA ☐ POA									
	☐ APOA ☐ POA									

Received

JUL 30 2026

Well Construction for Proposed Groundwater POA(s)

OWRD

- ☒ Well log(s) are attached for each proposed POA (well) and are clearly labeled and associated with the corresponding well(s) in Table 1B-GW above and on the accompanying application map. **NOTE:** Find well logs here: http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx

AND/OR

- ☐ Describe the construction of the proposed well(s) in table (below) for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide “a best estimate” for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete the below table.

Authorized POA Name or Number	OWRD Well ID Tag No. L-_____	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well -specific rate (cfs or gpm). If less than full rate of water right

Part 4 of 4 Continued – Temporary or Drought Temporary Transfer Application
Water Right Information – Authorized “From” Lands

CERTIFICATE # _____

Table 2A - For Both SW and GW Rights - Description of Existing AUTHORIZED (the “from” or “off” lands) POU, USE, and POD/POA appearing on the certificate BEFORE PROPOSED CHANGES

[illegible]

TOTAL ACRES

For Irrigation Water Rights ONLY

Are there other determined claims, certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? ☐ Yes ☐ No

IF YES, list the determined claims, certificate, water use permit, or ground water registration numbers: _____

Pursuant to ORS 540.523, any “layered” water use such as an irrigation right that is supplemental to a primary right proposed for temporary transfer can be included in the transfer or remain unused on the authorized place of use. If the primary water right does not revert soon enough to allow use of the supplemental right within five years, the supplemental right shall become subject to cancellation for nonuse under ORS 540.610

Additional remarks:_____

Received

JUL 30 2026

OWRD

Part 4 of 4 Continued – Temporary or Drought Temporary Transfer Application
Water Right Information – Proposed “TO” Lands

CERTIFICATE # 96085

Table 2B - For Both SW and GW Rights -Description of PROPOSED (the “to” or “on” lands) POU, USE (drought applications ONLY) and POD/APOD/POA/APOA to the Water Right as it would appear AFTER PROPOSED CHANGES are made. If more than one change is proposed, specify the acreage associated with each change. If there is more than one POD/APOD/POA/APOA involved in the proposed changes, specify the acreage associated with each POD/APOD/POA/APOA.

[illegible]

Additional remarks: **The proposed To Lands will overlay Certificates 98176 and 98191, which are both Nursery Use water rights not subject to layering conditions.**

For Place of Use- Irrigation Water Rights ONLY N/A

Are there other determined claims, certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? ☐ Yes ☐ No

If YES, list the certificate, water use permit, or ground water registration number(s) that may become layered if the transfer is approved: _____.

- ☒ **N/A** ☐ **Yes** -If the applicant is not the deeded landowner, an Affidavit of Consent or Conveyance Agreement (or Quitclaim) and a copy of the recorded deed for the landowner at the time the water right/claim was conveyed is submitted with the application.
- ☐ **N/A** ☒ **Yes** -The landowner of the Authorized "From" lands signs the application and a current recorded deed is submitted with the application.

Received

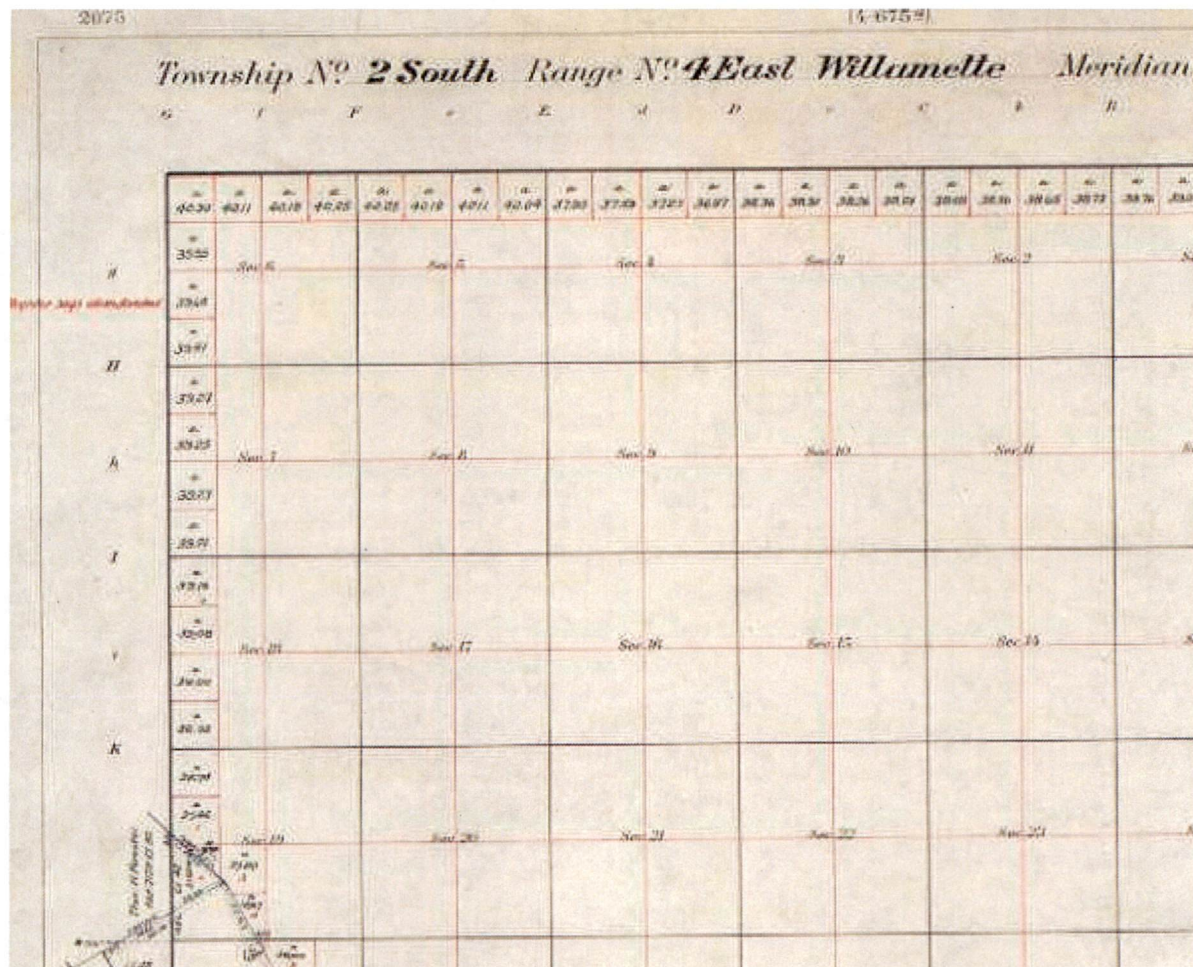
JUL 30 2026

OWRD

Attachment 1
Temporary Transfer Map

BLM Cadastral Survey

https://www.blm.gov/or/landrecords/landsurvey/gPlatView1_2.php?path=POR&name=t020s040e_002.jpg&tr=002-0S004-0E



Received
JUL 30 2026
OWRD

Received
JUL 30 2026
OWRD

Attachment 2

Water Right Information

STATE OF OREGON
COUNTY OF CLACKAMAS
CERTIFICATE OF WATER RIGHT

Received
JUL 30 2026
OWRD

THIS CERTIFICATE ISSUED TO

ANDRE ISELI
14917 SE 142ND AVE
CLACKAMAS OR 97015

confirms the right to the use of water perfected under the terms of Permit G-11025. The amount of water used to which this right is entitled is limited to the amount used beneficially, and shall not exceed the amount specified, or its equivalent in the case of rotation, measured at the point of diversion from the source. The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: G-11704

SOURCE OF WATER: ONE WELL IN THE NORTH FORK DEEP CREEK BASIN

PURPOSE or USE: NURSERY OPERATIONS ON 20.0 ACRES

MAXIMUM RATE: 0.56 CUBIC FOOT PER SECOND

DATE OF PRIORITY: SEPTEMBER 30, 1987

The well is located as follows:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
2 S	4 E	WM	5	SE SE	1120 FEET NORTH AND 75 FEET WEST FROM SE CORNER, SECTION 5

The amount of water used for NURSERY OPERATIONS is limited to a diversion of 0.15 cubic foot per second per acre. For the irrigation of **containerized nursery plants**, the amount diverted is limited to ONE-FORTIETH of one cubic foot per second (or its equivalent) and 5.0 acre feet per acre per year. For the irrigation of **in ground nursery plants** the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre per year. The use of water for NURSERY OPERATIONS may be made at any time of the year that the use is beneficial. For the irrigation of **any other crop**, the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre during the irrigation season of each year.

A description of the place of use is as follows:

Twp	Rng	Mer	Sec	Q-Q	Acres
2 S	4 E	WM	5	SE SE	20.0

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

The well shall be maintained in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon.

The works shall be equipped with a usable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the well at all times.

When required by the Department, the water user shall install and maintain a weir, meter, or other suitable measuring device and keep a complete record of the amount of ground water withdrawn.

The Director may require water level or pump tests every ten years.

Failure to comply with any of the provisions of this right may result in action including, but not limited to restrictions on the use, civil penalties, or cancellation of the right.

This right is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

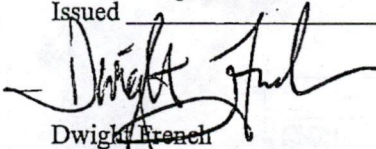
By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

The right to the use of the water for the above purpose is restricted to beneficial use on the place of use described.

JAN 13 2023

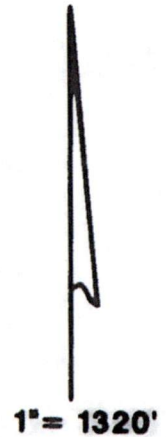
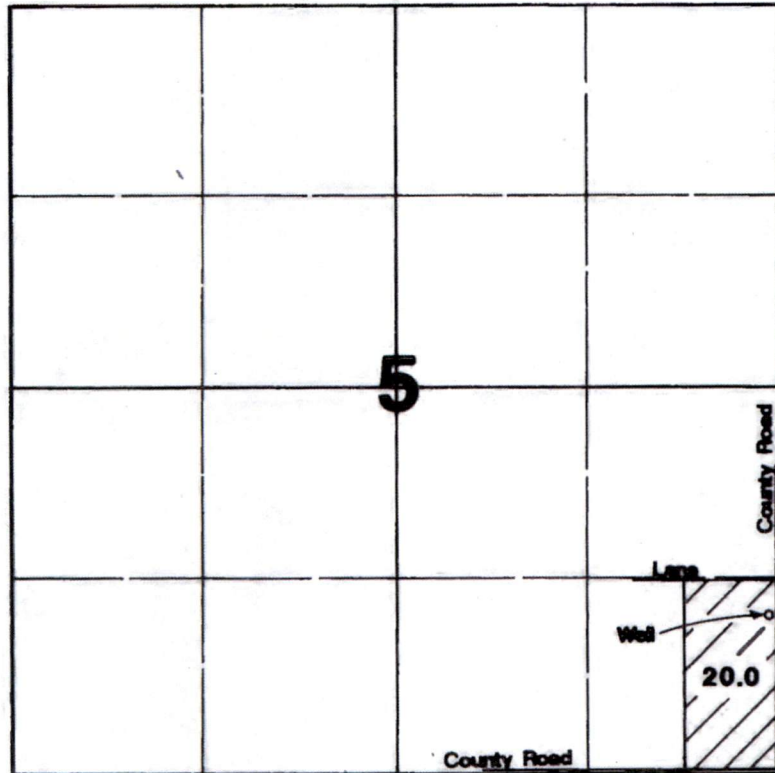
Issued



Dwight French
Water Right Services Division Administrator, for
Douglas E. Woodcock, Acting Director
Oregon Water Resources Department

Received
JUL 30 2026
OWRD

T.2S., R.4E., W.M.



Well located 1120'N & 75'W from SE corner of Section 5.

Received

JUL 30 2026

OWRD

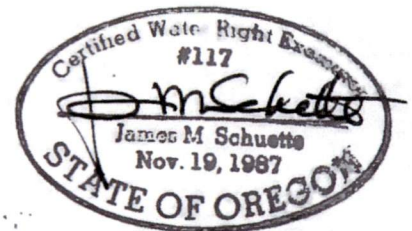
Final Proof Survey

Application #: G-11704 Permit #: G-11025

In Name Of

Iseli Nursery

Surveyed on October 26, 1993 by JM Schuette



THIS MAP WAS PREPARED FOR THE PURPOSE OF IDENTIFYING THE LOCATION OF A WATER RIGHT ONLY AND IS NOT INTENDED TO PROVIDE LEGAL DIMENSIONS OR LOCATION OF PROPERTY OWNERSHIP LINES.

14912 -

Received
JUL 30 2026

OWRD

Attachment 3
Evidence of Use Affidavit



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

Please print legibly or type. Be as specific as possible.

Use one affidavit for each water right.

Attach additional pages if you need more spacing.

Supporting documentation must be attached.

State of Oregon)
) ss
County of CLACKAMAS)

I, ALEXANDER WILLHELM, in my capacity as AUTHORIZED SIGNATORY OF STRATA LAND HOLDINGS LLC,
mailing address 800 TAYLOR ST #200, DURHAM, NC 27701
telephone number (919)960-6015, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):
☒ Personal observation. Explain the specific grounds for your knowledge: RECEIPT OF THE CONFIRMING CERTIFICATE ISSUED ON 1/13/2023.
☐ Professional expertise. Explain the specific grounds for your knowledge: _____
2. I attest that I have read and understand the terms and conditions of water use under Certificate # 96085, and that I have attached copies of documents demonstrating beneficial water use consistent with those terms and conditions (i.e., documentation showing compliance with the terms and conditions of the right).

Examples of documentation demonstrating compliance with the terms and conditions include, but are not limited to:

 - Information showing that a required water meter was installed
 - Copies of submitted static water level measurement reports (for groundwater sources)
 - Copies of submitted annual water use reports
 - Written confirmation from Oregon Department of Fish & Wildlife (ODFW) documenting installation of required fish screen(s)
3. I attest that water was beneficially used under Certificate # 96085 for the following purpose (e.g., crops, pasture, commercial use, industrial use, etc.): NURSERY STOCK AND COVER CROPS
4. I attest that water from the authorized source was diverted/appropriated, conveyed, and applied to the authorized place of use under Certificate # 96085 through the current water delivery system used to apply water or the system that was in place at some point within the five years prior to submittal of this Transfer Application.

Received
JUL 30 2026
OWRD

14912 -

5. I attest that the following is a description of the water delivery system attested to in Item #4 above. Please check all applicable boxes below and include information that describes the type, model, dimensions (size/diameter, length, etc.) and delivery capacity, in cubic feet per second (cfs) or gallons per minute (gpm):

- ☐ Pump(s) in stream _____
- ☐ Pump(s) in reservoir/pond _____
- ☒ Pump(s) in well(s) SEE BELOW
- ☐ Headgate in stream/canal _____
- ☐ Headgate in reservoir pond _____
- ☐ Other (describe also include its general location in the description) _____
- ☐ Gravity Ditch _____
- ☒ Pipeline SEE BELOW
- ☒ Sprinklers SEE BELOW
- ☒ Other (also include its general location in the description) GROUNDWATER IS APPROPRIATED VIA A 25HP SUBMERSIBLE PUMP, CONVEYED THROUGH 4", 5" AND 6" BURIED MAINLINES, AND APPLIED TO THE PLACE OF USE BY 50 SPRINKLER HEADS WITH 1 1/64" NOZZLES OPERATED AT 50 PSI FOR IRRIGATION.

6. Can you attest to beneficial water use under Certificate # 96085, consistent with the terms and conditions of the water right, during the past five years on the **entire** place of use or a **portion** of the place of use?

- ☒ No [skip to Question 7]
- ☐ Yes, water was used on the **entire** place of use [skip to Question 8]
- ☐ Yes, my knowledge is specific to only the **portion** of the place use described below:
[complete **Table 1** below, then go to Question 8]

Table 1. Description of Water Use

Certificate #	Township		Range		Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

Received
JUL 30 2026
OWRD

7. I attest, as indicated under either **Item a.** or **Item b.** below, that:

a. Beneficial water use is evidenced by one of the following:

- ☒ Certificate # 96085 confirming beneficial water use to perfect Permit # G-11025 was issued within the past five years. (**NOTE:** This cannot be a remaining right certificate.)
- ☐ Certificate # _____ confirming completion of a change in place of use, point(s) of diversion/appropriation, or character of use authorized under Transfer Application #T-_____ was issued within the past five years.
- ☐ Part or all of the water right was leased instream at some point within the last five years. The instream lease number is: _____ (**NOTE:** If the entire right proposed for transfer was not leased, then additional evidence of use is needed for the portion not leased instream.)
- ☐ Water has been diverted at the actual current point of diversion for more than 10 years for beneficial use under Certificate # _____ (For Historic POD Transfers).

-OR-

b. Water was not used in the past 5 years, but the water right is not subject to forfeiture and documentation is attached to support the assertion that the presumption of forfeiture for nonuse would be rebutted under ORS 540.610(2) due to the following:

- ☐ Consistent with ORS 540.610(2)(e), the period of nonuse occurred during a period of time within which land was withdrawn from use in accordance with the Federal Conservation Reserve Program.
- ☐ Consistent with ORS 540.610(2)(h), the nonuse occurred during a period of time when I/we was/were using reclaimed water in lieu of using water under the water right.
- ☐ Consistent with ORS 540.610(2)(j), I/we was/were unable to make full beneficial use of the water because water was not available. During this time I/we had a facility capable of handling the full allowed rate and duty, and I/we was/were otherwise ready, willing and able to beneficially use the entire amount of water allowed under the water right.
- ☐ Consistent with ORS 540.610(2)(L), the nonuse occurred during a period of time within which the exercise of the water right was not necessary due to climatic conditions. During this time I/we had a facility capable of handling the full allowed rate and duty, and I/we was/were otherwise ready, willing and able to beneficially use the entire amount of water allowed under the water right.
- ☐ Consistent with ORS 540.610(2)(n), the nonuse of the supplemental water right occurred during a period of time when the primary water right used in conjunction with the supplemental water right was leased as an in-stream water right pursuant to ORS 537.348.
- ☐ Other (please explain and cite the statutory reference under ORS 540.610(2) that applies):

Received

JUL 30 2026

OWRD

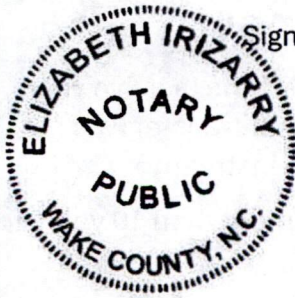
14912 -

8. I understand that if I do not attach one or more of the documents shown in **Table 2** below (see page 4) to support the above statements, my application will be considered incomplete.

Alex Wilhelm
Affiant Signature

Alex Wilhelm
Printed Name

7/27/26
Date



Signed and sworn to (or affirmed) before me this 27 day of July, 2026.

Elizabeth Irizarry
Notary Public for ~~Oregon~~ North Carolina
My Commission Expires: September 9, 2029

Table 2. Supporting Documentation

Supporting Documents	Examples
A confirming water right certificate that was issued within the last five years. (NOT a remaining right certificate.)	• Copy of a water right certificate confirming the beneficial use of water under a Water Use Permit that shows date of issuance • Copy of a water right certificate confirming completion of a change in place of use, point of diversion/appropriation, or character of use authorized by an approved Water Right Transfer showing issuance date
Records such as Farm Service Agency (FSA) crop reports, irrigation district records, Natural Resources Conservation Service (NRCS) farm management plan, or records of other water suppliers	• District assessment records for water delivered • Crop reports submitted under a federal loan agreement • Beneficial use reports from district • IRS Farm Usage Deduction Report • Agricultural Stabilization Plan • Conservation Reserve Enhancement Program (CREP) Report
Dated satellite imagery, aerial photos or other photographs containing sufficient detail to establish location and date of photograph (i.e., dated aerial photographs)	• Multiple photos can be submitted to show different areas of a water right • If photograph does not print with a "date stamp" or without the source identified, the date of the photograph and source should be added Sources for dated aerial photos: OSU – https://www.oregonexplorer.info OWRD – https://www.oregon.gov/owrd Google Earth – https://earth.google.com/
Approved instream lease establishing beneficial use for instream purposes within the last 5 years	Copy of final order approving an instream lease that shows instream lease number and date of issuance
If water has not been beneficially used in the past 5 years, documentation showing the right is not subject to forfeiture under ORS 540.610. (NOTE: Refer to ORS 540.610(2) for rebuttals to the presumption of forfeiture.)	• Copy of an agreement or contract for the use of reclaimed municipal water • Contract showing the authorized place of use enrolled in the Conservation Reserve Enhancement Program (CREP). • Copy of the Governor's executive order declaring a drought in the county within which the water right is located
Any other documentation with sufficient detail to support the affidavit attesting to beneficial use during the past 5 years	

Received
JUL 30 2026
OWRD

STATE OF OREGON
COUNTY OF CLACKAMAS
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

ANDRE ISEL
14917 SE 142ND AVE
CLACKAMAS OR 97015

confirms the right to the use of water perfected under the terms of Permit G-11025. The amount of water used to which this right is entitled is limited to the amount used beneficially, and shall not exceed the amount specified, or its equivalent in the case of rotation, measured at the point of diversion from the source. The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: G-11704

SOURCE OF WATER: ONE WELL IN THE NORTH FORK DEEP CREEK BASIN

PURPOSE or USE: NURSERY OPERATIONS ON 20.0 ACRES

MAXIMUM RATE: 0.56 CUBIC FOOT PER SECOND

DATE OF PRIORITY: SEPTEMBER 30, 1987

The well is located as follows:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
2 S	4 E	WM	5	SE SE	1120 FEET NORTH AND 75 FEET WEST FROM SE CORNER, SECTION 5

The amount of water used for NURSERY OPERATIONS is limited to a diversion of 0.15 cubic foot per second per acre. For the irrigation of **containerized nursery plants**, the amount diverted is limited to ONE-FORTIETH of one cubic foot per second (or its equivalent) and 5.0 acre feet per acre per year. For the irrigation of **in ground nursery plants** the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre per year. The use of water for NURSERY OPERATIONS may be made at any time of the year that the use is beneficial. For the irrigation of **any other crop**, the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre during the irrigation season of each year.

A description of the place of use is as follows:

Twp	Rng	Mer	Sec	Q-Q	Acres
2 S	4 E	WM	5	SE SE	20.0

Received

JUL 30 2026

OWRD

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

The well shall be maintained in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon.

The works shall be equipped with a usable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the well at all times.

When required by the Department, the water user shall install and maintain a weir, meter, or other suitable measuring device and keep a complete record of the amount of ground water withdrawn.

The Director may require water level or pump tests every ten years.

Failure to comply with any of the provisions of this right may result in action including, but not limited to restrictions on the use, civil penalties, or cancellation of the right.

This right is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

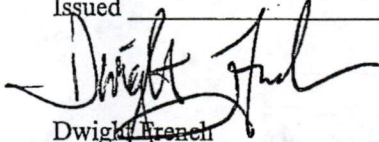
By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

The right to the use of the water for the above purpose is restricted to beneficial use on the place of use described.

JAN 13 2023

Issued _____



Dwight French
Water Right Services Division Administrator, for
Douglas E. Woodcock, Acting Director
Oregon Water Resources Department

RECEIVED
JUL 30 2026
OWRD

Received
JUL 30 2026
OWRD

Received
JUL 30 2026
OWRD

Attachment 4
Land Use Information Form

Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

NOTE TO APPLICANTS

In order for your application to be processed by the Oregon Water Resources Department (OWRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be diverted, conveyed, used, and developed. Applications received by OWRD without the Land Use Information Form will be returned to you. Please be aware that your application cannot be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and used on federal lands only; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
 - a. The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b. The application involves a change in place of use only;
 - c. The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; **and**
 - d. The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for a new water right or modifying an existing water right. The Oregon Water Resources Department (OWRD) requires applicants to obtain land use information to ensure the water right does not result in land uses that are incompatible with your comprehensive plan. Please complete the form and return it to the applicant for inclusion in their application.

You will receive notice via OWRD's weekly Public Notice once the applicant formally submits their request to OWRD. The notice will give more information about OWRD's water right process and provide additional comment opportunities. If you have questions concerning this form, please contact OWRD's Customer Service Group at 503-986-0900 or WRD_DL_customerservice@water.oregon.gov.

Received
JUL 30 2026
OWRD

This page intentionally left blank.

Received
JUL 30 2026
OWRD

Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

NAME Strata Land Holdings LLC				PHONE (919) 960-6015 x281	
MAILING ADDRESS 800 Taylor St #200					
CITY DURHAM		STATE NC	ZIP 27701	EMAIL EWOTORTSI@STRATACLEANENERGY.COM	

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts, may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
2S	4E	8	NENW	700	EFU	☒ Diverted	☒ Conveyed	☐ Used	Conveyance of groundwater
2S	4E	8	NENW	790	EFU	☐ Diverted	☒ Conveyed	☐ Used	Conveyance of groundwater
2S	4E	8	NENW NWNW	891	EFU	☐ Diverted	☒ Conveyed	☐ Used	Conveyance of groundwater
2S	4E	8	NWNW	990	EFU	☐ Diverted	☒ Conveyed	☐ Used	Conveyance of groundwater
2S	4E	7	NENE SENE	190	EFU	☐ Diverted	☒ Conveyed	☒ Used	Nursery Use
2S	4E	7	SENE	3300	EFU	☐ Diverted	☒ Conveyed	☒ Used	Nursery Use

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Clackamas County

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

Type of application to be filed with the Oregon Water Resources Department:

- ☐ Permit to Use or Store Water ☒ Water Right Transfer ☐ Permit Amendment or Ground Water Registration Modification
☐ Limited Water Use License ☐ Exchange of Water ☐ Allocation of Conserved Water

Source of water: ☐ Reservoir/Pond ☒ Ground Water ☐ Surface Water (name) _____

Estimated quantity of water needed: **0*** ☒ cubic feet per second ☐ gallons per minute ☐ acre-feet

Intended use of water: ☐ Irrigation ☐ Commercial ☐ Industrial ☐ Domestic for _____ household(s)
 ☐ Municipal ☐ Quasi-Municipal ☐ Instream ☒ Other **Nursery Use**

Briefly describe:

The applicant is proposing to temporarily transfer the entirety of Certificate 96085 to a neighbor for a period of five years. The temporary transfer proposes a change the place of use and a necessary change in the point of appropriation to convey water to the new temporary place of use.

***No additional quantity of water is requested under this transfer application beyond what is currently authorized under the water right (0.56 cfs).**

See Page 4 →

Received

JUL 30 2026

TACS

14912 -

OWRD

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____
- ☐ Land uses to be served by the proposed water use(s), including proposed construction, involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being Pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued

Local governments are invited to express special land use concerns or make recommendations to the Oregon Water Resources Department regarding this proposed use of water in the box below or on a separate sheet.

Water impoundments for farm uses allowed outright in EFU

Name: Max del Hierro Title: Planner 1

Signature: Max del Hierro Digitally signed by Max del Hierro
Date: 2026.06.30 11:37:24 -07'00' Date: 6/30/26

Government Entity: Clackamas County Phone: 503-742-4500

Received
JUL 30 2026
OWRD

Attachment 5
Well Report

AUG 10 1987

STATE OF OREGON
WATER WELL REPORT
(as required by ORS 537.765)

CLAC 05484

WATER RESOURCES DEPT.
SALEM, OREGON

25/46-5

(1) OWNER:

Name Plants Unlimited

Well Number:

Address P.O. box 26

City Boring

State Ore

Zip 97009

(2) TYPE OF WORK:

☒ New Well ☐ Deepen ☐ Recondition ☐ Abandon

(3) DRILL METHOD

☒ Rotary Air ☐ Rotary Mud ☐ Cable
☐ Other

(4) PROPOSED USE:

☒ Domestic ☐ Community ☐ Industrial ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other

(5) BORE HOLE CONSTRUCTION:

 Construction approval Yes No Depth of Completed Well 400 ft.
 Yes No ☒
Explosives used ☐ ☒ X Type Amount

HOLE			SEAL			Amount sacks or pounds
Diameter	From	To	Material	From	To	
2	0	28	cement	0	28	15 sacks
3	28	400				

 How was seal placed: Method ☐ A ☐ B ☒ C ☐ D ☐ E
☐ Other

Backfill placed from ft. to ft. Material

Gravel placed from ft. to ft. Size of gravel

(6) CASING/LINER:

	Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing:	8	+1	400	250	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐
Liner:					☐	☐	☐	☐
					☐	☐	☐	☐

Final location of shoe(s) 400

PERFORATIONS/SCREENS:

☒ Perforations Method knife
☐ Screens Type Material

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
0	350	1/4" / 2	1500			☒	☐
350	400	1/4" / 2	300			☒	☐
						☐	☐
						☐	☐
						☐	☐

(8) WELL TESTS: Minimum testing time is 1 hour

☐ Pump ☐ Bailer ☒ Air ☐ Flowing
☐ Artesian

Yield gal/min	Drawdown	Drill stem at	Time
350		400	1 hr.
300		350	1 hr.
250		300	1 hr.

Temperature of water Depth Artesian Flow Found

Was a water analysis done? ☐ Yes By whomDid any strata contain water not suitable for intended use? ☐ Too little
☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other

Depth of strata:

(9) LOCATION OF WELL by legal description:

 County Clack Latitude Longitude 2
 Township 2S Nor S, Range 4E E or W, WM.
 Section 5 1/4 1/4
 Tax Lot Lot Block Subdivision
 Street Address of Well (or nearest address) NW. corner Kelso
 rd. and SE. 322 Boring, Ore.

(10) STATIC WATER LEVEL:

165 ft. below land surface. Date 7-22-87

Artesian pressure lb. per square inch. Date

(11) WATER BEARING ZONES:

Depth at which water was first found 100

From	To	Estimated Flow Rate	SWL
100	110	5gpm	40
140	180	15gpm	40
200	220	30gpm	60
360	385	200gpm	165

(12) WELL LOG:

Ground elevation

Material	From	To	SWL
top soil	0	3	
clay	3	8	
cemented gravel/larg bould	8	140	40
clay	140	145	
cemented gravel	145	185	40
clay	185	200	
cemented gravel	200	220	60
fine black cement gravel	220	250	
clay	250	275	
fine cemented gravel	275	300	165
cemented gravel	300	350	165
sand	350	385	165
sand and clay	385	390	
blue clay	390	400	

(11) 275-350 200-300gpm 165

Received

JUL 30 2026

OWRD

Date started 7-11-87 Completed 7-22-87

(unbonded) Water Well Constructor Certification:

I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon well construction standards. Materials used and information reported above are true to my best knowledge and belief.

WWC Number

Signed Date

(bonded) Water Well Constructor Certification:

I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. all work performed during this time is in compliance with Oregon well construction standards. This report is true to the best of my knowledge and belief.

WWC Number

Signed Ted Pulliam Date 7-23-87

RECEIVED

CLAC 05617

25/4E-8

STATE OF OREGON

WATER WELL REPORT

(as required by ORS 537.765)

SEP 24 1987

(1) OWNER:

Name Greg Pilcher Well Number: WATER RESOURCES DEPT.
 Address 29480 S.E. Kelso rd SALEM, OREGON
 City Boring, ORE. State ORE. Zip 97009

(2) TYPE OF WORK:

☒ New Well ☐ Deepen ☐ Recondition ☐ Abandon

(3) DRILL METHOD

☒ Rotary Air ☐ Rotary Mud ☐ Cable
☐ Other

(4) PROPOSED USE:

☐ Domestic ☐ Community ☐ Industrial ☒ Irrigation
☐ Thermal ☐ Injection ☐ Other

(5) BORE HOLE CONSTRUCTION:

Special Construction approval Yes ☐ No ☒ Depth of Completed Well 485 ft.
 Explosives used ☐ ☒ Type XX Amount 19 sacks

HOLE			SEAL			Amount sacks or pounds
meter	From	To	Material	From	To	
4	0	25	cement	0	25	19 sacks
8	25	485				

How was seal placed: Method ☐ A ☐ B ☒ C ☐ D ☐ E

☐ Other

Backfill placed from ft. to ft. Material

Gravel placed from ft. to ft. Size of gravel

(6) CASING/LINER:

	Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing:	8	+1	485	250	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐
					☐	☐	☐	☐
Liner:					☐	☐	☐	☐
					☐	☐	☐	☐

Location of shoe(s) 485

(7) PERFORATIONS/SCREENS:

☒ Perforations Method air knife

☐ Screens Type Material

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
280	450	2/1/8	4,000			☒	☐
						☐	☐
						☐	☐
						☐	☐
						☐	☐

(8) WELL TESTS: Minimum testing time is 1 hour

☐ Pump ☐ Bailer ☒ Air ☐ Flowing ☐ Artesian

Yield gal/min 350 Drawdown 480 Drill stem at 4 hr.

Temperature of water Depth Artesian Flow Found

Was a water analysis done? ☐ Yes By whom

Did any strata contain water not suitable for intended use? ☐ Too little

☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other

Depth of strata:

(9) LOCATION OF WELL by legal description:

County clack Latitude Longitude
 Township 2S N or S, Range 4E E or W, WM.
 Section 8
 Tax Lot 0551514 Lot 0538647 Block Subdivision
 Street Address of Well (or nearest address) kelso rd by 312th

(10) STATIC WATER LEVEL:

185 ft. below land surface. Date 8-28-87
 Artesian pressure lb. per square inch. Date

(11) WATER BEARING ZONES:

Depth at which water was first found

From	To	Estimated Flow Rate	SWL
65	85	very little	
130	150	10-20	80
190	220	10 20	125
270	485	350 plus	185

(12) WELL LOG:

Ground elevation

Material	From	To	SWL
top soil	0	2	
yellow clay	2	15	
black rock	15	28	
rock and blue clay	28	48	
gravel	48	55	
gray clay&gravel	55	65	
gravel	65	80	
gravel&yellow clay	80	105	
cemented gravel	105	130	
loose gravel yellow sand	130	145	125
loose gravel&yellow clay	145	150	
gray clay	150	175	
sandy gray clay	175	190	
sand&clay streaks	190	210	125
sand&small gravel	210	220	125
sandstone	220	230	
sandstone&brown clay	230	265	
sand	265	270	
sandstone&rib rock	270	285	185
sandstone	285	325	185
sand&gravel	325	330	185
gravel	330	370	185
sand&gravel	370	385	185

Date started 8-18-87 Completed 8-29-87

(unbonded) Water Well Constructor Certification:

I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon well construction standards. Materials used and information reported above are true to my best knowledge and belief.

Signed Greg Pilcher WWC Number 616 Date 9-15-87

(bonded) Water Well Constructor Certification:

I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. all work performed during this time is in compliance with Oregon well construction standards. This report is true to the best of my knowledge and belief.

WWC Number
 Signed Date

WHITE COPIES - WATER RESOURCES DEPARTMENT

YELLOW COPY - CONSTRUCTOR

PINK COPY - CUSTOMER

9809C 10/86

14912

JUL 30 2026

OWN

Received
JUL 30 2026
OWRD

Attachment 6

Ownership Information

RECORDING REQUESTED BY:



1211 SW Fifth Ave., Ste 2130
Portland, OR 97204

Clackamas County Official Records
Sherry Hall, County Clerk

2018-033625

05/31/2018 01:05:01 PM

D-D Cnt=1 Stn=73 KARLYN
\$20.00 \$16.00 \$10.00 \$22.00

\$68.00

AFTER RECORDING RETURN TO:

Strata Land Holdings, LLC, a North Carolina limited liability
company
50101 Governors Drive, Suite 280
Chapel Hill, NC 27517

SEND TAX STATEMENTS TO:

Strata Land Holdings, LLC
50101 Governors Drive, Suite 280
Chapel Hill, NC 27517

00647688, 00647697 and 01472551
TBD Kelso Rd, Boring, OR 97015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED - STATUTORY FORM
(INDIVIDUAL or CORPORATION)

Andre W. Iseli, Trustee of The Iseli Family Trust dated July 23, 2008, Grantor, conveys and specially warrants to **Strata Land Holdings, LLC, a North Carolina limited liability company**, Grantee, the following described real property free and clear of encumbrances created or suffered by the grantor except as specifically set forth below:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The true consideration for this conveyance is Six Hundred Thousand And No/100 Dollars **(\$600,000.00)**.

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Received

JUL 30 2026

OWRD

14912 -

SPECIAL WARRANTY DEED - STATUTORY FORM

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 5/29/18

Andre W. Iseli, Trustee of the Iseli Family Trust dated July 23, 2008

BY: Andre W. Iseli, Trustee
Andre W. Iseli, Trustee

State of OREGON

County of Clackamas

This instrument was acknowledged before me on May 29, 2018 by Andre W. Iseli, as Trustee of the Iseli Family Trust dated July 23, 2008.

Janet M. Johnson
Notary Public - State of Oregon

My Commission Expires: 8/22/2020



Received
JUL 30 2026
OWRD

EXHIBIT "A"
Legal Description

PARCEL I:

A portion of the West one-half of the Southeast one-quarter of the Southeast one-quarter of Section 5, Township 2 South, Range 4 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at an iron rod in the East line of said legal subdivision that bears West, 656.43 feet and North 1°44'00" East, 322.58 feet from the Southeast corner of said Section 5; thence North 1°44'00" East, along said East line, a distance of 994.48 feet to the Northeast corner of said legal subdivision; thence North 89°56'07" West, along the North line thereof, a distance of 657.48 feet to the Northwest corner of said legal subdivision; thence South 10°41'13" West, along the West line of said legal subdivision, a distance of 995.18 feet to an iron rod; thence East, parallel with the South line of said legal subdivision, a distance of 656.70 feet to the point of beginning.

TOGETHER WITH an Easement for ingress and egress over the West 30 feet of the following described property:

A portion of the West one-half of the Southeast one-quarter of the Southeast one-quarter of Section 5, Township 2 South, Range 4 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at an iron rod in the East line of said legal subdivision that bears West, 656.43 feet and North 1°44'00" East, 322.58 feet from the Southeast corner of said Section 5; thence West, parallel with the South line of said legal subdivision, a distance of 656.70 feet to an iron rod in the West line of said legal subdivision; thence South 1°41'13" West, along said West line, a distance of 292.57 feet to a point in the North right of way line of Kelso Road; thence East, along said North right of way line, a distance of 656.46 feet to a point in the East line of said legal subdivision; thence North 1°44'00" East along said East line, a distance of 292.57 feet to the point of beginning.

PARCEL II:

The East one-half of the Southeast one-quarter of the Southeast one-quarter of Section 5, Township 2 South, Range 4 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.
EXCEPTING THEREFROM a strip of land 25 feet in width along the entire East side as conveyed by Deed recorded March 1, 1963 in Book 618, Page 10, Clackamas County Deed Records.

Received
JUL 30 2026
OWRD

Received
JUL 30 2026
OWRD

EXHIBIT "B"

Exceptions

Subject to:

The Land has been classified as Farmland, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Rights of the public to any portion of the Land lying within 322nd Avenue and Kelso Road.

Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of an unnamed creek.

Easement for the purposes shown below and rights incidental thereto as reserved in a document;

Reserved by: Adjoining property owner

Purpose: Dig and maintain a drainage ditch

Recording Date: August 27, 1945

Book: 350

Page: 281

Affects: The Northerly portion of Parcel I

Terms and provisions, including obligations for maintenance of Easement as required by Oregon Law and by instrument;

Recording Date: April 17, 1991

Recording No.: 91-016985

(Affects Parcel I)

Received

JUL 30 2026

OWRD

Received
JUL 30 2026
OWRD

Attachment 7
Documentation of Signatory Authority

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
STRATA LAND HOLDINGS, LLC
(a North Carolina limited liability company)**

This **SECOND AMENDED AND RESTATED OPERATING AGREEMENT** (this "Agreement") is entered into and effective as of 12:00:01 AM on January 1, 2025 (the "Effective Time"), by and among **STRATA LAND HOLDINGS, LLC**, a North Carolina limited liability company (the "Company"), **MARKUS WILHELM** ("Markus"), **CATHY WILHELM** ("Cathy"; Markus, and Cathy each also referred to as a "Member" and, collectively, the "Members"), and **STRATA ADMINISTRATOR, LLC**, a North Carolina limited liability company, in its capacity as Manager (as defined below) of the Company.

BACKGROUND STATEMENT

A. The Company was formed on June 12, 2012 by filing articles of organization with the North Carolina Secretary of State.

B. Markus and Cathy executed that certain Operating Agreement of the Company dated June 12, 2012, as amended by that certain First Amendment to Operating Agreement of the Company dated July 12, 2013 (collectively the "Initial Agreement").

C. Markus and Cathy transferred all of their rights, title, and interests in the Company to Strata Solar Holdings, LLC ("SSH") pursuant to that certain Omnibus Assignment and Assumption of Ownership Interests effective as of 12:01 a.m. on December 5, 2018.

D. SSH transferred all of its rights, title, and interests in the Company to SSH Holdco 2, LLC ("Holdco 2") pursuant to that certain Omnibus Assignment and Assumption of Ownership Interests effective as of 12:02 a.m. on December 5, 2018.

E. Holdco 2, the Company, and Strata Manager, LLC ("Strata Manager"), as manager, amended and restated the Initial Agreement by entering into that certain Amended and Restated Operating Agreement of the Company effective as of January 1, 2019 (the "Existing Agreement").

F. Effective simultaneously with the effectiveness of this Agreement, Holdco 2 has distributed and assigned to each of Markus and Cathy fifty percent (50%) of all of the issued and outstanding membership interests in the Company.

G. The Members and Manager now desire to amend, restate, supersede, and replace the Existing Agreement to provide for, among other things, the (i) withdrawal of Holdco 2 as a member of the Company, (ii) withdrawal of Strata Manager as manager of the Company, (iii) appointment of Manager as the manager of the Company, (iv) admission of the Members as members of the Company, (v) continuation of the Company, as reconstituted, (vi) governance of the affairs and management of the Company, and (vii) respective rights and obligations of the Members and Manager with respect to the Company.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties amend and restate the Existing Agreement and further agree as follows:

Received

JUL 30 2026

14912 - OWRD

ARTICLE I

GENERAL

1.1 Formation of Company. The Company shall be operated in accordance with the North Carolina Limited Liability Company Act (N.C.G.S. §§ 57D-1-01, et seq., as amended, modified or supplemented from time to time, or any corresponding provisions of succeeding law, the "North Carolina Act").

1.2 Conflicts with the Articles of Organization and North Carolina Act. To the extent permitted by law, if this Agreement conflicts with the Company's articles of organization, this Agreement shall control and govern. To the extent permitted by law, if this Agreement conflicts with the North Carolina Act, this Agreement shall control and govern. Furthermore, if (a) this Agreement addresses a matter for which the North Carolina Act provides a default rule, (b) the North Carolina Act permits an operating agreement to modify such default rule, and (c) this Agreement so modifies such default rule, this Agreement shall control and govern.

1.3 Name. The business of the Company shall be conducted under the name Strata Land Holdings, LLC, or such other name determined by the Manager.

1.4 Principal Office. The principal office of the Company shall be maintained at a place determined by the Manager.

1.5 Registered Agent and Office. The registered agent and office of the Company shall be as provided in the Company's articles of organization or as otherwise determined by the Manager.

1.6 Title to Company Property. All property of the Company, whether real, personal, or mixed, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any direct ownership interest in such property.

1.7 Tax Status. So long as there are multiple Members in the Company, it is the intent of the parties that the Company shall be treated as a partnership for federal income tax purposes and for state income tax purposes in those states that follow federal tax classifications. If there is only a single Member, it is the intent of the parties that the Company be treated as a disregarded entity for federal income tax purposes and for state income tax purposes in those states that follow federal tax classifications.

1.8 Purpose.

(a) The purpose and business of the Company shall be to enter into any lawful transaction or engage in any lawful activity for which limited liability companies may be organized under the North Carolina Act, except as may be limited or restricted by the Company's articles of organization.

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purpose and business of the Company, to the extent that such powers may be legally exercised by limited liability companies under the North Carolina Act.

Received

JUL 30 2026

OWRD

ARTICLE II

CAPITALIZATION; ALLOCATIONS AND DISTRIBUTIONS

2.1 Identification of Members. The Company's members shall be Markus Wilhelm and Cathy Wilhelm.

2.2 Capitalization. As of the date hereof, each Member holds a membership interest in the Company with the percentage interest identified on **Exhibit A**, which represents all of the issued and outstanding membership interests in the Company. Each Member shall succeed to fifty percent (50%) of the capital account of Holdco 2.

2.3 Intentionally Omitted.

2.4 Additional Capital Contributions. The Members shall not be permitted or required to make additional capital contributions to the Company without the unanimous consent of the Members. Any capital contribution of property other than cash shall be valued at its fair market value as of the date of contribution, as agreed to by the Members and the Manager.

2.5 Allocations. All income, gain, and loss of the Company shall be allocated to the Members, pro rata in accordance with the Members' respective membership interests.

2.6 Distributions. The Company shall make distributions to the Members at such times and in such amounts as determined by the Manager. All distributions shall be made pro rata in accordance with the Members' respective membership interests, unless otherwise agreed to by the Members.

ARTICLE III

MANAGEMENT

3.1 Role and Authority of the Manager. The manager of the Company (the "**Manager**") shall have full, exclusive, and complete power, authority, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company and to perform any and all other acts or activities customary or incident to the management of the Company's affairs. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers. Any action taken by the Manager on behalf of the Company prior to the date hereof is hereby ratified.

3.2 Number and Qualification of Managers. The Company shall have one Manager. The number of Managers may be changed from time to time by the Manager or the Members, unless such a change is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Amended and Restated Operating Agreement of Manager of even date herewith, as amended, modified, restated, supplemented, or replaced (the "**Manager's OA**"), in which case the terms and conditions of the Manager's OA shall control. A Manager need not be a member. The designation of a Manager is not effective until such Manager agrees to be bound by this Agreement.

3.3 Identification of the Initial Manager. The Company's Manager shall be Strata Administrator, LLC.

3.4 Resignation. A Manager shall hold office until death, resignation, dissolution, or removal. Any Manager of the Company may resign at any time by giving written notice to the Company. A resignation shall take effect upon receipt of written notice thereof or at such later time as is specified in the notice. Acceptance of a resignation shall not be necessary to make it effective.

3.5 Removal. All or any lesser number of Managers may be removed at any time, with or without cause, by the Members, unless removal is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control.

3.6 Vacancies. Any vacancy occurring for any reason with respect to a Manager's position, including an increase in the number of Managers, shall be filled by the Manager or the Members, unless the appointment is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control.

3.7 Duties of the Manager. Pursuant to Section 57D-3-21 b) of the North Carolina Act, a Manager shall discharge its duties as such in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believes to be in the best interests of the Company. In discharging its duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements or other financial data, if prepared or presented by a person whom the Manager reasonably believes to be reliable and competent in such matters. A Manager is not liable for any action taken as a Manager, or a failure to take any action, if the Manager performs the duties of its office in compliance with this Section.

3.8 Delegation of Authority; Officers. The Manager may delegate responsibility for the day-to-day management of the Company to persons retained by the Manager who shall have and exercise on behalf of the Company all powers and rights necessary or convenient to carry out such management responsibilities. In addition, the Manager may assign titles (including president, vice president, secretary, assistant secretary, treasurer, and assistant treasurer) to any such person. Unless the Manager resolves otherwise, if the title is one commonly used for officers of a business corporation formed under the North Carolina Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office. Any number of titles may be held by the same person. Any delegation pursuant to this Section may be revoked at any time by the Manager. Such persons may be paid such compensation as determined by the Manager from time to time.

3.9 Indemnification of the Manager. The Company shall indemnify a Manager to the fullest extent permitted or required by the North Carolina Act, and the Company may advance expenses incurred by a Manager upon the approval of the Members, unless such approval is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control, and the receipt by the Company of an undertaking by the Manager to reimburse the Company unless it is ultimately determined that the Manager is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees, officers, and other representatives or agents to the fullest extent permitted under the North Carolina Act or other applicable law, provided that the indemnification in each such case is first approved by the Manager.

3.10 Limited Liability of the Manager. No Manager of the Company shall be liable to the Company for monetary damages for an act or omission in such person's capacity as a Manager, except as provided in the North Carolina Act for (i) acts or omissions which such Manager knew at the relevant time were clearly in conflict with the interests of the Company, (ii) any transaction from which such Manager

Received

JUL 30 2026

OWRD

derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the North Carolina Act is amended to authorize further elimination of or limitations on the liability of managers, then the liability of the Manager shall be eliminated or limited to the fullest extent permitted by the North Carolina Act as so amended. Any repeal or modification of this Section shall not adversely affect the rights of a Manager existing at the time of such repeal or modification. The provisions of this Section shall also apply to any person to whom the Manager has delegated management authority.

3.11 Compensation and Expenses of the Manager. No Manager shall receive compensation unless otherwise established by the Members, unless the establishment of compensation is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control. The Company shall pay all costs and expenses arising from or relating to the Company's business, including reimbursement of a Manager for expenses incurred in providing services to the Company.

3.12 Dealings with Affiliates. No transaction with the Company, including employing, contracting or dealing with, from time to time, an affiliate of a Manager or lending money to the Company, shall be voidable solely because a Manager has a direct or indirect interest in the transaction if the material facts of the transaction and the Manager's interest are either (i) in the ordinary course of business on fair and reasonable terms, or (ii) disclosed to the Members and the Members authorize, approve, or ratify the transaction, unless such authorization, approval, or ratification is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control.

ARTICLE IV

MEMBERSHIP

4.1 Decision-Making. The Members shall not take part in the management or control of the business of, nor transact any business for, the Company, nor shall a Member have any power to sign for or to bind the Company. Unless otherwise set forth herein, any action, approval, or determination of the members shall require the affirmative vote of a majority of the members' percentage interests in the Company unless a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control.

4.2 Limited Liability. The Members shall not be personally obligated to any third party for any debt, obligation, or liability of the Company solely by reason of being a member; provided, however, a Member may be liable for his or her own conduct in his or her individual capacity as provided by law.

4.3 No Duty to Record Decisions, Etc. The Members shall have no duty to record, in writing or otherwise, any decision made as members or otherwise, and failure to make any such record shall not impair the validity of any such decision.

4.4 Fiduciary Duties. The Members shall have no fiduciary duties to the Company, including any duty of care or loyalty.

4.5 Indemnification of Member. The Company shall fully indemnify each Member for any claim against such Member in his or her capacity as a member. The Company shall advance litigation expenses to each Member for any claim against him or her in his or her capacity as a member.

4.6 Admission of Additional Members. The admission of additional members to the Company shall require the consent of each Member, unless such admission is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control.

ARTICLE V

ADDITIONAL MEMBERSHIP INTERESTS; ASSIGNMENT

5.1 Issuance of Additional Membership Interests. Subject to **Section 4.6**, the Manager may issue additional membership interests in the Company to any individual or entity in exchange for such cash, property, or services, and on such other terms and conditions, as the Manager shall determine. Such individual or entity shall become a member of the Company only in accordance with **Section 5.4**.

5.2 Assignment of Membership Interests. A Member may freely assign all or any part of his or her membership interest in the Company with the prior written consent of the Manager, which consent may be withheld or conditioned in the Manager's sole discretion.

5.3 Rights and Obligations of Assignees. An assignment of a membership interest or part thereof shall be effective to give the assignee only the right to receive the allocations of income, gain and loss and distributions to which the assignor would have been entitled if the assignment had not been made and shall not be effective to admit the assignee as a member of the Company, except as provided in **Section 5.4**.

5.4 Admission of Assignee as a Member. An assignee of a membership interest shall be admitted as a member only if (a) each Member approves such admittance, unless such admission is permitted by less than all Members or a different percentage, process, or procedure is required, permitted, or not prohibited under the Manager's OA, in which case the terms and conditions of the Manager's OA shall control, and (b) the assignee has executed a copy of this Agreement or delivers a written acknowledgement to the Company, in form and substance satisfactory to the Manager, whereby such assignee agrees to be a member and to be bound by this Agreement. Notwithstanding the foregoing provisions of this **Section 5.4**, if there is only one member and such member assigns his or her entire membership interest to another person or entity, voluntarily or involuntarily, such assignment shall be effective to make the assignee thereof a member in respect of such membership interest.

ARTICLE VI

DISSOLUTION

6.1 Dissolution. The Company shall continue until dissolved in accordance with the terms hereof. The Company shall be dissolved upon the earlier of any of the following (each an "Event of Dissolution"): (a) the determination by the Manager that the Company shall be dissolved, (b) the entry of a decree of judicial dissolution under Section 57D-6-05 of the North Carolina Act, or (c) thirty (30) days after the filing by the North Carolina Secretary of State of articles of dissolution under Section 57D-6-06 of the North Carolina Act; provided that the Company shall not have applied for reinstatement within such thirty (30) day period pursuant to Section 57D-6-06(c) of the North Carolina Act, or an occurrence of any other event which results in a dissolution of the Company pursuant to the North Carolina Act. Neither the death, retirement, resignation, expulsion, incapacity, bankruptcy, or dissolution of a Member, nor the occurrence of any other event that terminates a Member's interest in the Company, shall, in and of itself, cause a

Received

JUL 30 2026

OWRD

dissolution of the Company, and the Company shall continue in existence subject to the terms and conditions of this Agreement.

6.2 Winding Up the Company. If an Event of Dissolution occurs, the Manager shall wind up the affairs of the Company and a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors. In connection with winding up the affairs of the Company, the Manager shall collect the Company's assets, dispose of those assets that will not be distributed in-kind to the Members, discharge or make provision for discharging the Company's liabilities, and distribute the remaining assets of the Company to the Members. The proceeds from liquidation shall be applied as follows: (a) first, payment shall be made to the creditors of the Company to the extent permitted by law, and reasonable reserves shall be established for any unforeseen or contingent liabilities or obligations if appropriate, and (b) second, all remaining proceeds shall be distributed to the Members in accordance with **Section 2.6**.

ARTICLE VII

MISCELLANEOUS

7.1 Amendment. This Agreement may be changed, amended, or modified only by an express written amendment signed by the Manager and each Member.

7.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

7.3 Third-Party Beneficiary. No provision in this Agreement is intended to be for the benefit of or enforceable by any third party, including any creditor of the Company.

7.4 Integration; Entire Operating Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, constitutes the one and only operating agreement in respect of the Company's business and affairs and supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Any and all agreements constituting the Company's operating agreement must be in writing.

7.5 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

[Signature page follow]

Received
JUL 30 2026
OWRD

IN WITNESS WHEREOF, the parties have executed this Agreement with effect as of the Effective Time.

COMPANY:

STRATA LAND HOLDINGS, LLC

By: Strata Administrator, LLC

By: Signed by: Markus Wilhelm
Name: Markus Wilhelm
Title: Manager

MEMBERS:

Signed by: Markus Wilhelm
Markus Wilhelm

Disallowed by: Cathy Wilhelm
Cathy Wilhelm

MANAGER:

STRATA ADMINISTRATOR, LLC

By: Signed by: Markus Wilhelm
Name: Markus Wilhelm
Title: Manager

WITHDRAWING MEMBER:

SSH HOLDCO 2, LLC

By: Strata Manager, LLC

By: Signed by: Markus Wilhelm
Name: Markus Wilhelm
Title: Manager

WITHDRAWING MANAGER:

STRATA MANAGER, LLC

By: Signed by: Markus Wilhelm
Name: Markus Wilhelm
Title: Manager

Received
JUL 30 2026
OWRD

Received
JUL 30 2026
OWRD

EXHIBIT A
CAPITALIZATION

<u>Member</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>
Markus Wilhelm	N/A	50
Cathy Wilhelm	N/A	50%

Received
JUL 30 2026
OWRD

**RESOLUTIONS OF THE MANAGER OF
STRATA ADMINISTRATOR, LLC**

January 1, 2026

MARKUS WILHELM, being the sole manager (the “Manager”) of **Strata Administrator, LLC**, a North Carolina limited liability company (“Company”), acting pursuant to the authority of Section 57D-3-22 of the North Carolina Limited Liability Company Act and the Company’s Operating Agreement (defined below), does hereby adopt, ratify and approve the following resolutions:

WHEREAS, the Company is operated pursuant to that certain Amended and Restated Operating Agreement (the “Operating Agreement”) by and among the Company, Strata Administration, LLC, as the sole member, and Manager, dated December 31, 2025. Any capitalized terms used, but not defined, herein shall have the meanings set forth in the Operating Agreement; and

WHEREAS, pursuant to Article III, Section 3.9 of the Operating Agreement, the Manager desires to non-exclusively delegate certain of his responsibilities as more particularly set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that **Alexander Wilhelm** (an “Authorized Signatory”), acting in the name, place and stead of the Manager, is authorized to execute and deliver, for and on behalf of the Company and each Managed Person, without the joinder of the Manager or any other Authorized Signatory, any and all documents and instruments which are necessary, convenient, desirable, or appropriate to carry on the business of the Company and each Managed Person and to perform any and all other necessary, convenient, desirable, or appropriate acts or activities customary or incident thereto. Notwithstanding the foregoing, such authorization and delegation: (i) is subject to (a) all limitations imposed by the Operating Agreement on the Manager’s authority to delegate responsibility, (b) all limitations applicable to the Manager under the Operating Agreement, and (c) termination or further limitation by the Manager at any time, for any reason or no reason, at his absolute and sole discretion, whether communicated orally, in writing, or otherwise; (ii) is nonexclusive; and (iii) shall terminate, with respect to the Authorized Signatory, immediately and without further action, upon the cessation of such Authorized Signatory’s employment by the Company and the Managed Persons;

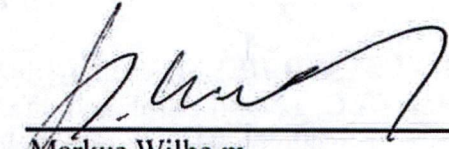
RESOLVED FURTHER, that the Authorized Signatory shall execute any and all documents and instruments described in the foregoing resolution in such Authorized Signatory’s employment position and capacity with the Company and the Managed Persons, and shall identify, in writing, such position and capacity in each execution or, in lieu thereof, may indicate that he or she is an “Authorized Signatory”; and

RESOLVED FURTHER, that any and all actions heretofore taken by the Authorized Signatory consistent with the tenor and purport of the foregoing resolutions are hereby ratified, confirmed and approved.

[Signature Page Follows]

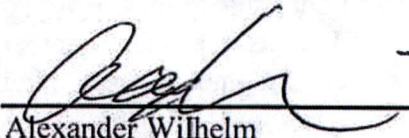
Received
JUL 30 2026

IN WITNESS WHEREOF, the Manager and the Authorized Signatory have executed these resolutions effective as of the date written above.



Markus Wilhelm,
as Manager of Strata Administrator, LLC

ACKNOWLEDGED AND ACCEPTED:



Alexander Wilhelm

Received
JUL 30 2026
OWRD